


MAILING ADDRESS: STATE OF UTAH DEPARTMENT OF HUMAN SERVICES BUREAU OF CONTRACT MANAGEMENT 120 NORTH 200 WEST RM 213 SALT LAKE CITY, UTAH 84103 TELEPHONE (801) 538-4384 HAND DELIVERY ADDRESS: STATE OF UTAH DEPARTMENT OF HUMAN SERVICES ATTN: ROSEMARY FRENCHWOOD, PURCHASING AGENT FIRST FLOOR INFORMATION DESK 120 NORTH 200 WEST SALT LAKE CITY, UTAH 84103	Request for Proposals Coversheet (Open Ended RFP) 	Solicitation #: DHS90268 Publication Date: MAY 2003 INITIAL DUE DATE:	TUESDAY, JUNE 3, 2003 @ 3:00 P.M.
--	---	--	--

The following information is included in this solicitation: General Information, Service Requirements and Expectations, Proposal Format And Content Requirements, Proposal Evaluation Criteria, and various Attachments. **Please review all information and documents carefully before preparing your proposal, including this Coversheet (both front and back).**

This Coversheet must be completed, signed, and the original returned with Offeror's Proposal. The coversheet is a two-sided document. Please read the backside before signing the front! (If completed by hand, please print except where a signature is required.)

Offeror's Business Name (Please provide full legal name including dba when appropriate)		Federal Tax Identification Number	
Street and Mailing Address of Offeror's Business Office	City	State	Zip Code
Billing Address for Contract Payments Should a Contract be Awarded	City	State	Zip Code
Business Telephone Number (including area code)	Name and Title of Contact Person		
E-mail Address	Contact Person's Telephone Number (including area code)		
Organization Type (check one): <input type="checkbox"/> Individual <input type="checkbox"/> For-Profit Corporation <input type="checkbox"/> Not-for-Profit Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship Limited Liability Corporation: <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Government Agency	Name of Person Authorized to Represent Offeror in any Negotiations and to Sign any Contract Awarded		
	Title of Authorized Representative		
	Authorized Representative's Telephone Number (including area code)		
Signature of Offeror's Authorized Representative <hr/> (Please sign in colored [not black] ink!)	Date <hr/>		

REQUEST FOR PROPOSAL (RFP) - INSTRUCTIONS AND GENERAL PROVISIONS

1. RFP PREPARATION: (a) All prices and notations must be in ink or typewritten. (b) Price each item separately. Unit price shall be shown and a total price shall be entered for each item bid. (c) Unit price will govern, if there is an error in the extension. (d) Delivery time of services and products as proposed is critical and must be adhered to. (e) All products are to be of new, unused condition, unless otherwise requested in this solicitation. (f) Incomplete RFPs may be rejected. (g) This RFP may not be withdrawn for a period of 60 days from the due date. (h) Where applicable, all RFPs must include complete manufacturer's descriptive literature. (i) By signing the RFP the offeror certifies that all of the information provided is accurate, that they are willing and able to furnish the item(s) specified, and that prices offered are correct.

2. SUBMITTING THE RFP: (a) The RFP must be signed in ink, sealed, and delivered to the DEPARTMENT OF HUMAN SERVICES, BUREAU OF CONTRACT MANAGEMENT, 120 North 200 West, Room 213, Salt Lake City, UT 84103. Hand-delivered RFPs shall be left at the Department of Human Services (DHS), First Floor Information Desk at the above-stated address. **The "Solicitation Number" and "Due Date" must appear on the outside of the envelope.** (b) RFPs, modifications, or corrections received after the closing time on the "Due Date" will be considered late and handled in accordance with the Utah Procurement Rules, section 3-209. (c) **Your RFP will be considered only if it is submitted on the forms provided by the state. Facsimile transmission of RFPs to DIVISION will not be considered.** (d) All prices quoted must be both F.O.B. Origin per paragraph 1.(c) and F.O.B. Destination. Additional charges including but not limited to delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose must be included in the RFP for consideration and approval by the Division of Purchasing & General Services (DIVISION). Upon award of the contract, the shipping terms will be F.O.B. Destination with all transportation and handling charges paid by the Contractor, unless otherwise specified by the DIVISION. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, costs of bonds, or for any other purpose will be paid by the state unless specifically included in the RFP and accepted by DIVISION. (e) By signing the RFP the offeror certifies that all of the information provided is accurate and that he/she offers to furnish materials/services for purchase in strict accordance with the requirements of this RFP including all terms and conditions.

3. SOLICITATION AMENDMENTS: All changes to this solicitation will be made through written addendum only. Bidders are cautioned not to consider verbal modifications.

4. PROPRIETARY INFORMATION: Suppliers are required to mark any specific information contained in their bid which is not to be disclosed to the public or used for purposes other than the evaluation of the bid. Each request for non-disclosure must be accompanied by a specific justification explaining why the information is to be protected. Pricing and service elements of any RFP will not be considered proprietary. All material becomes the property of the state and may be returned only at the state's option. RFPs submitted may be reviewed and evaluated by any persons at the discretion of the state.

5. BEST AND FINAL OFFERS: Discussions may be conducted with offerors who submit RFPs determined to be reasonably susceptible of being selected for award for the purpose of assuring full understanding of, and responsiveness to, solicitation requirements. Prior to award, these offerors may be asked to submit best and final offers. In conducting discussions, there shall be no disclosure of any information derived from RFPs submitted by a competing offeror.

6. DHS APPROVAL: Contracts written with the State of Utah, as a result of this RFP, will not be legally binding without the written approval of either State Procurement or the DHS Purchasing Agent.

7. AWARD OF CONTRACT: (a) The contract will be awarded with reasonable promptness, by written notice, to the responsible offeror whose RFP is determined to be the most advantageous to the state, taking into consideration price and evaluation factors set forth in the RFP. No other factors or criteria will be used in the evaluation. The contract file shall contain the basis on which the award is made. Refer to Utah Code Annotated 65-56-408. (b) The DIVISION can reject any and all RFPs. And it can waive any informality, or technicality in any RFP received, if the DIVISION believes it would serve the best interests of the state. (c) Before, or after, the award of a contract the DIVISION has the right to inspect the offeror's premises and all business records to determine the offeror's ability to meet contract requirements. (d) The DIVISION will open RFPs publicly, identifying only the names of the offerors. RFPs and modifications shall be time stamped upon receipt and held in a secure place until the due date. After the due date, a **register** of RFPs shall be established. The **register** shall be open to public inspection, but the RFPs will be seen only by authorized DIVISION staff and those selected by DIVISION to evaluate the RFPs. The register and contract awards are posted under "Vendor Info" at www.purchasing.utah.gov. The RFP(s) of the successful offeror(s) shall be open for public inspection for 90 days after the award of the contract(s). (e) Utah has a reciprocal preference law which will be applied against bidders bidding products or services produced in states which discriminate against Utah products. For details see Section 63-56-404 and 63-56-405, Utah Code Annotated. (f) Multiple contracts may be awarded if the State determines it would be in its best interest.

8. ANTI-DISCRIMINATION ACT: The offeror agrees to abide by the provisions of the Utah Anti-discrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (42 USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973 or the Americans with Disabilities Act of 1990, which prohibits discrimination on the basis of disabilities. Also offeror agrees to abide by Utah's Executive Order, dated March 17, 1993, which prohibits sexual harassment in the workplace. Vendor must include this provision in every subcontract or purchase order relating to purchases by the State of Utah to insure that the subcontractors and vendors are bound by this provision.

9. WARRANTY: The contractor agrees to warrant and assume responsibility for all products (including hardware, firmware, and/or software products) that it licenses, contracts, or sells to the State of Utah under this contract for a period of one year, unless otherwise specified and mutually agreed upon elsewhere in this contract. The contractor (seller) acknowledges that all warranties granted to the buyer by the Uniform Commercial Code of the State of Utah applies to this contract. Product liability disclaimers and/or warranty disclaimers from the seller are not applicable to this contract unless otherwise specified and mutually agreed upon elsewhere in this contract. In general, the contractor warrants that: (1) the product will do what the salesperson said it would do, (2) the product will live up to all specific claims that the manufacturer makes in their advertisements, (3) the product will be suitable for the ordinary purposes for which such product is used, (4) the product will be suitable for any special purposes that the State has relied on the contractor's skill or judgement to consider when it advised the State about the product, (5) the product has been properly designed and manufactured, and (6) the product is free of significant defects or unusual problems about which the State has not been warned. Remedies available to the State include the following: The contractor will repair or replace (at no charge to the State) the product whose nonconformance is discovered and made known to the contractor in writing. If the repaired and/or replaced product proves to be inadequate, or fails of its essential purpose, the contractor will refund the full amount of any payments that have been made. Nothing in this warranty will be construed to limit any rights or remedies the State of Utah may otherwise have under this contract.

10. DEBARMENT: The CONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the CONTRACTOR cannot certify this statement, attach a written explanation for review by the STATE.

11. GOVERNING LAWS AND REGULATIONS: All State purchases are subject to the Utah Procurement Code, Title 63, Chapter 56 Utah Code Annotated 1953, as amended, and the Procurement Rules as adopted by the Utah State Procurement Policy Board (Utah Administrative Code Section R33). These are available on the Internet at www.purchasing.utah.gov.

(Revision 12 Jan 2006 - RFP Instructions)

REQUEST FOR PROPOSAL (RFP) FOR A RATE BASED CONTRACT
UTAH STATE DEPARTMENT OF HUMAN SERVICES
DIVISION OF YOUTH CORRECTIONS
RFP # 90268

1. **PURPOSE:** This is an invitation to submit a statewide proposal for any or all of the following non residential services for youth in the custody of the Department of Human Services, Division of Youth Corrections (DHS/DYC). This RFP is open ended and intended for award of multiple contracts. DHS/DYC shall contract with Offerors who meet the requirements of the RFP.

Service Code	Service Description	DHS Rate
YXE	Psychological Testing	\$27.55 per quarter/hour*
YPE	Psychiatric Evaluation	\$29.80 per quarter/hour*
YMM	Medication Management by MD	\$77.47 per session *

* Rates effective July 1, 2003 and may be subject to change based on the maximum allowable rate established for each service by DHS and/ or funding available to DHS/DYC.

Offerors with current DHS/DYC contracts awarded through RFP # 90135 must respond to and be approved through this new RFP, unless awarded a contract for these services through RFP # 90251.

(See attachment C, 1-3 for complete descriptions of the services.)

2. **GENERAL INFORMATION:**

- A. **Submission of Proposals:** Five (5) copies of proposal to be submitted to the Purchasing Agent, Bureau of Contract Management, Department of Human Services, 120 North 200 West, SLC, Utah, First Floor Information Desk, initial closing on Tuesday, June 3, 2003. Costs incurred in the preparation and submittal of proposals are the responsibility of Offeror and will not be reimbursed. Faxed proposals shall not be accepted.
- B. **Amendments to Proposals:** Amendments to proposals shall be accepted only at the request of DHS/DYC within a timeframe negotiated and agreed by DHS/DYC.
- C. **Length of Contract:** Contracts may be written for up to three (3) years beginning July 1, 2003. Rates are determined by the DHS, in conjunction with the DHS/DYC.
- D. **Eligibility:** Proposals may be submitted by any public or private nonprofit or profit organization, or if appropriate, by an individual.
- E. **Contact Person:** Questions regarding the proposal may be addressed to Pattijean Sanchez or questions regarding Medicaid Enhancement may be addressed to Mary Hoffman, both at the State Office of the Division of Youth Corrections, (801) 538-4330.

- F. Receipt and Registration of Proposals: Proposals submitted by the initial closing date, June 3, 2003, will be opened at the office of the Purchasing Agent at 3:00 p.m. on that date. The names of the Offerors will become public information.
- G. Proposal Review Schedule: Proposals received after the initial closing date shall be reviewed as they are received. Amendments or addendums to proposals shall be reviewed as they are received. Proposals and addendums received after July 1, 2003 may take up to 90 days to complete the review process.
- H. Evaluation of Proposals: Evaluation shall be done by DHS/DYC staff on all eligible proposals. Evaluation shall be based on the stated proposal evaluation criteria set forth in attachments D & E. To be awarded the right to a contract for any given service, the proposal must:
1. Pass each applicable item on the Cover Letter (Attachment D).
 2. If the Offeror passes the Cover Letter, the proposal shall be evaluated for each specific service offered using the Specific Service Criteria Evaluation Form (Attachment E). For a service to be approved, each evaluation criteria must be rated as passing or not applicable.
- I. Award:
1. DHS/DYC reserves the right to reject any and all proposals or withdraw this offer at any time. Award of contract shall be made in accordance with the evaluation criteria. Indefinite quantity contracts shall be written with all Offerors who meet the requirements stated in the RFP.
 2. Discussions may be held with Offerors submitting potentially acceptable proposals. Factors not specified in a proposal shall not be considered in determining the award and shall not be negotiated to be included in the contract.
 3. Successful proposals shall be open to public inspection for a period of **90** days after award of the contracts. Only trade secret information may be protected as proprietary, not an entire proposal. Offerors may make this request within the initial proposal and then highlight the protected information in yellow.
 4. DHS/DYC reserves the right to select the most appropriate Offeror for each youth from among those awarded contracts. There is no guarantee that an Offeror will receive youths. An Offeror who feels aggrieved regarding contract placement may submit grievances as specified in the contract.
- J. Funding: The funding source for this RFP comes from a combination of State and Federal funds. During the contract period DHS may require the Offeror to submit actual cost information from the Offeror for rate setting, fiscal audits and other DHS fiscal purposes after contracts are implemented.

3. **BACKGROUND INFORMATION**: The primary purpose of DHS/DYC is to provide a broad range continuum of supervision and community rehabilitation programs to meet the needs of the youthful offender in a manner consistent with public safety. Many of these youth have severe emotional/behavioral disorders and are in need of diagnostic and rehabilitative mental health and related services.

The Utah State Medicaid Plan allows DHS/DYC to bill directly for Medicaid reimbursement for eligible youth for diagnostic and rehabilitative mental health services. This is referred to as the Medicaid Enhancement Program. Contractors providing these services shall comply with Medicaid requirements.

Offeror shall include a plan ensuring all staff with immediate access to DHS/DYC youth, regardless of their job duty, shall have NO unsupervised contact with DHS/DYC youth PRIOR to:

- a. Written clearance through a criminal record check (BCI) and the Utah Social Services Delivery System Child Protective Databases. NOTE: The Office of Licensing allows hire prior to a clearance being issued. However, DHS/DYC requires that staff have NO UNSUPERVISED CONTACT with a youth prior to clearance.
- b. Documentation of training for DHS's Contractor Code of Conduct.

4. **GENERAL PROPOSAL OUTLINE AND REQUIREMENTS:** The Offeror's proposal shall have two (2) sections, a cover letter and the technical proposal. The proposal shall meet both the General Cover Letter Requirements and Specific Services Descriptions requirements for each service that the Offeror intends to provide.

A. Cover Letter and Attachments: The Offeror shall submit a Cover Letter containing the following information:

1. Legal name, and if applicable "DBA", of the Offeror.
2. Name and title of person(s) authorized to represent the Offeror in any negotiations and to sign any Contract resulting from this RFP.
3. Verification of current business registration with the Utah Department of Commerce and a copy of a current business license from the applicable municipality in which the business is located. If Offeror does not currently have these items available, a written statement needs to be included indicating that in the event a Contract results, all required registrations and licenses shall be obtained prior to a Contract being signed with the State.

If you have questions regarding business registration with the Utah Department of Commerce call the Utah Department of Commerce Division of Corporations and Commercial Code at (801) 530-4649 or visit their website at: www.commerce.utah.gov

4. Federal Tax Identification Number. Complete and submit an IRS Form W-9 "Request for Taxpayer Identification Number and Certification" or other correspondence from the IRS verifying the Federal Tax ID number.
5. Address and phone number of business office and all service facilities.
6. Name and address of corporate officers or partners if applicable.
7. Name and address of financial reporting entity (the entity responsible to provide audit reports or financial statements if a Contract is awarded).
8. The remittance name and address for all contract payments if a Contract is awarded.
9. If needed, a request that trade secrets or proprietary information in the proposal be withheld from public inspection. If no request is made, the entire proposal will be open for public inspection as indicated in the General Information Section of this RFP.

10. A statement that the Offeror agrees to participate in the DHS/DYC Program Enhancement Process (PEP) to track service delivery objectives and youth outcome objectives in order to improve services to DHS/DYC youth. The PEP is a division-wide model of program effectiveness that manages for continuous quality improvement (CQI) using program specifications centered on the Office of Juvenile Justice and Delinquency Prevention's Balanced and Restorative Justice Model (BARJ).
11. Certificate of Insurance showing compliance with the applicable insurance provisions of the DHS Service Contract, including and endorsement adding the State of Utah as additional insured and documentation from the insurance company verifying they have an A.M. Best rating of at least "A-" or better and a class rating of VII or larger. If the insurance, endorsement and/or rating requirements are not in place prior to the submission of the proposal, a letter of intent to comply with the insurance, endorsement and rating requirements must be attached to the proposal. The required endorsement, rating information and certificate of insurance must be submitted prior to initiation of any contract awarded through this RFP.

If self insured, submit a written certification of self-insurance at the applicable limits required by a DHS Service Contract. Self-insurance certifications must receive written approval from the DHS Deputy Director of Support Services or Designee prior to the initiation of any contract awarded through the proposal.

Refer to Attachment F for current DHS/DYC Insurance and Indemnification requirements for contracts.

12. A completed Attachment A – Conflict of Interest Disclosure Statement Form. Governmental entities have the option of submitting Attachment A – Conflict of Interest Certification.

Copies of both forms are attached to the RFP for your use.

13. Description of any contingencies upon which the proposal is based.
14. Signed copy of all required assurances (Attachment B)
15. Statement that attached Proposal meets all requirements of the RFP.

B. Technical Proposal: To contain the following information:

1. Specific Service Criteria:
 - a. Brief description (no more than one page per service) of each service to be provided to include staff providing the service and a description of their positions. The description must be consistent with the service described in Attachment C, 1-3 of this RFP. Describe any areas of specialization of expertise.
 - b. Attach a copy of a current appropriate professional license for each individual who will be providing the service.

5. **ATTACHMENTS:**

- A. **Attachment A** (Conflict of Interest Disclosure Statement or Conflict of Interest Certification): This attachment is used to disclose any potential conflicts of interest or related party transactions. The attachment must be completed, signed and submitted by all Offerors as part of their proposal. Non-governmental agencies shall complete the Conflict of Interest Disclosure Statement. Governmental agencies may use either the Conflict of Interest Disclosure Statement or the Conflict of Interest Certification.
- B. **Attachment B** (Offerors Assurances): This attachment describes assurances Offeror must make to the DHS/DYC to qualify for a contract. The attachment shall be completed, signed and submitted by all Offerors as part of their proposal.
- C. **Attachment C** (1– 3, Specific Service Standards): This attachment is for reference only. It specifies the standards for all services offered through this RFP. Offerors are also required to assure compliance with the requirements and provide services consistent with the standards (see Attachment B for assurance statement).
- D. **Attachment D** (Cover Letter): This attachment is for reference only. It is used by DHS/DYC to evaluate the proposal. It specifies the proposal evaluation criteria and scoring system for evaluation of the Cover Letter requirements for each proposal.
- E. **Attachment E** (Specific Service Criteria Evaluation Form): This attachment is for reference only. It is used by DHS/DYC to evaluate the proposal. It specifies the proposal evaluation criteria and scoring system for evaluating the Specific Service for each proposed service.
- F. **Attachment F** (Department of Human Services Contractor Insurance and Indemnification Requirements): This attachment is for reference only. It describes the insurance and indemnification requirements for a DHS/DYC Contractor as contained in the Standard Terms and Conditions of a Department of Human Services Contract as of March 1, 2003.



Attachment A
Conflict of Interest Certification

Department of Human Services
120 North 200 West
Salt Lake City, UT 84103
(801) 538-4001

Conflict of Interest Certification
(Governmental Entities Only)

Name of Contractor: _____
Address: _____

The Contractor certifies that:

1. It is a political subdivision, agency or municipality of the State of Utah;
2. It maintains a written policy requiring the Contractor's Representatives to disclose their Conflicts of Interest (See definition of "Contractor's Representative" and "Conflict of Interest" in the DHS Contract for Services, Part I, Section C, Paragraph 9");
3. The Contractor's policy provides the Contractor with the information it needs to satisfy the provisions of its contract with DHS; and
4. The Contractor will monitor its operations for compliance with the Conflict of Interest provisions of its contract with DHS, and the Contractor can reasonably assure DHS that any of the Contractor's Representatives with a potential Conflict of Interest do not:
 - (a) make or influence decisions or set policies that affect its contract with DHS;
 - (b) monitor the performance of its contract with DHS; or
 - (c) become involved in or otherwise benefit from the performance of its contract with DHS.

Dated this ____ of _____, 20 ____.

(Name and Title of Person Completing Form)

(Signature)

Revision Date: June 25,2002



Department of Human
Services
120 North 200 West
Salt Lake City, UT 84103
(801) 538-4001

Attachment A
Conflict of Interest - Disclosure Statement

Name of
Contractor:

Does any employee in
your organization have
a conflict of interest or
potential conflict of
interest? (circle "yes"
or "no")

Yes

*(Please use a separate form for each
employee with a conflict or potential conflict,
and complete all applicable portions of the
form. Attach additional sheets as needed.)*

NO

*(Please complete the signature section
below.)*

Dual Employment *(The notary section of this form must be completed for all dual employment conflicts of interest.)*

Name of individual with dual
employment:

Title or position with the State of Utah or
political subdivision:

Title or position with the Contractor:

Nature and value of the individual's
interest in Contractor's business entity:

Individual's decision-making authority
with the Contractor and with the State:

How does the Contractor protect DHS
from potentially adverse effects resulting
from this individual's Conflict of Interest?

Related-Party Transactions or Independent Judgment Impaired

Name and position or title
of individual with Conflict
of Interest:

(individual
associated with
Contractor):

(individual
associated with
other party):

Relationship between identified
individuals:

Description of transaction involving
identified individuals and dollar amount (if
any):

Decision-making authority of individuals
with respect to that transaction:

Potential effect on this Contract with DHS:

How does the Contractor protect DHS
from potentially adverse effects resulting
from this identified Conflict of Interest?

Signature:

I hereby certify that the information I have given is true and complete to the best of my knowledge.

(Name and Title of Person Completing Form)

(Signature)

Date: _____

Notary: *(Must be completed for all dual employment conflicts of interest)*

STATE OF _____)

: ss.

COUNTY OF _____)

SUBSCRIBED to before me this ____ day of _____,

(Seal)

NOTARY PUBLIC

Commission Expires

DHS/DYC Action: ☐ Approve ☐ Deny *☐ Refer to BIRA

Agency Signature: _____

DHS/DYC Action: ☐ Approve ☐ Deny *☐ Refer to BIRA

Agency Signature: _____

*DHS may refer any questions regarding potential Conflicts of Interest to the DHS Bureau of Internal Review and Audit ("BIRA").

BIRA Action Upon DHS/ Referral: ☐ Approve ☐ Deny ☐ Other _____

Revision Date: July 3, 2002

Offerors Assurances

I / We, _____ for _____
Name/s of person/s authorized *Name of Organization/Agency*
assure the following:

1. I / We will comply with all Standard Terms and Conditions of a Department of Human Services (DHS) Contract and to all applicable legal requirements including all applicable program and business licensure.
2. I / We will comply with all requirements and provide services consistent with the Standards contained in Attachment C, 1-3 (Specific Service Standards) in this RFP and any subsequent updates for all services approved to be provided through this RFP.
3. I / We understand that the following services are prohibited by the DHS/DYC contract and such services will not be utilized with any DHS/DYC youth: a) Services where the therapist or others during the session use coercive techniques (e.g., coercive physical restraints, including interference with body functions such as vision, breathing and movement, or noxious stimulation) to evoke an emotional response in the child such as rage or to cause the child to undergo a rebirth experience. Coercive techniques are sometimes also referred to as holding therapy, rage therapy, rage reduction therapy or rebirthing therapy; b) Services wherein the therapist instructs and directs parents or others in the use of coercive techniques that are to be used with the DHS/DYC youth in the home or other setting outside the therapy session.
4. I / We will maintain generally accepted financial and cost accounting systems with the capacity to provide audit and cost profile information.
5. I / We assure all staff, including contract employees, are licensed as required and we will maintain current licenses on file.
6. I / We maintain personnel policies that address job descriptions, annual performance evaluations, disciplinary and grievance procedures.
7. I / We have established emergency response and evacuation procedures that are maintained for each service location.
8. I / We maintain a record-keeping system that assures confidentiality and is readily accessible to appropriate DHS/DYC staff and available to State and Federal reviewers.

9. If approved for a contract by DHS/DYC through this RFP, I / We agree to obtain and maintain a current Medicaid Provider Agreement and will allow DHS/DYC to bill Medicaid (Division of Health Care Financing – DHCF) on behalf of the agency for the covered Medicaid diagnostic and rehabilitative services that are included in the rate paid by the DHS/DYC and will repay the DHS/DYC for reimbursed services disallowed by DHS/DHCF in the event the disallowance is a result of the agency’s failure to provide billed services or to maintain a current Medicaid Provider Agreement. I / We also agree to comply with all Medicaid requirements as specified in the Utah Medicaid Provider Manual, Section 2: Diagnostic and Rehabilitative Mental Health Services by DHS Contractors” and any subsequent updates.
10. I / We have reviewed the DHS/DYC Rate Schedule and agree to provide services at or below the current DHS/DYC Purchase of Service Rates.

Signature Date

Signature Date

Print/Type Name and Title

Print/Type Name and Title

Signature Date

Signature Date

Print/Type Name and Title

Print/Type Name and Title

Attachment C-1

Psychological Testing (YXE)

1. Service Description: Psychological testing means administering (face to face), evaluating and submitting a written report of the results of psychometric, diagnostic, projective or standardized tests.
2. Contractor Qualifications: The individual(s) providing psychological testing services shall be one of the following:
 - a. Licensed physician.
 - b. Licensed psychologist.
 - c. Certified psychology resident working under the supervision of a licensed psychologist.
 - d. Additional Requirements: The individual(s) providing psychological testing shall also meet the following requirements:
 - (1) Knowledge of the requirements of the DHS/DYC contract.
 - (2) Review and sign off on the DHS Provider Code of Conduct.
 - (3) If working for an agency licensed by the Department of Human Services, Office of Licensing (DHS/OL), meet the DHS-OL Rules (R501-14 & 18) for criminal background and abuse background screening (DHS-OL Rule R501-18).
3. Documentation: At a minimum, the documentation shall include the following:
 - a. Date(s) and actual time(s) of testing;
 - b. Duration of the testing;
 - c. Setting in which the testing was rendered;
 - d. Specific service rendered;
 - e. Signature and title of individual who rendered the service; and
 - f. Written test reports which include:
 - (1) Brief history;
 - (2) Tests administered;
 - (3) Test scores;
 - (4) Evaluation of test results;
 - (5) Current functioning of the examinee;
 - (6) Diagnoses;
 - (7) Prognosis; and
 - (8) Specific treatment recommendations for mental health services and other recommended services as appropriate.
 - g. The Contractor shall retain a copy of the evaluation in the DHS/DYC youth file and provide a written copy of the evaluation to the DHS/DYC Case Manager within twenty (20) days of completion.
4. Rate: The Contractor shall be reimbursed on a fee for service basis.

Attachment C-2

Psychiatric Evaluation (YPE)

1. **Service Description:** A face-to-face clinical evaluation for purposes of evaluating the DHS/DYC youth's mental status and treatment needs. Services may include assessing the need for and prescribing psychotropic medications.
2. **Contractor Qualifications:** The individual(s) providing psychiatric testing services shall be one of the following:
 - a. Licensed physician.
 - b. Licensed Advanced Practice Registered Nurse.
 - c. **Additional Requirements:** The individual(s) providing psychiatric evaluations shall also meet the following requirements:
 - (1) Knowledge of the requirements of the DHS/DYC contract.
 - (2) Review and sign off on the DHS Provider Code of Conduct.
 - (3) If working for an agency licensed by the Department of Human Services, Office of Licensing (DHS/OL), meet the DHS-OL Rules (R501-14 & 18) for criminal background and abuse background screening (DHS-OL Rule R501-18).
3. **Documentation:** At a minimum, the evaluation shall include:
 - a. Date and actual clock time of the service;
 - b. Duration of the service;
 - c. Setting in which the service was rendered;
 - d. Specific service rendered (i.e., psychiatric evaluation);
 - e. Summary of psychiatric evaluation findings that includes:
 - (1) Diagnoses; and
 - (2) summary of recommended mental health treatment services, and other recommended services as appropriate;
 - f. Signature and title of individual who rendered the service.
 - g. The Contractor shall retain a copy of the evaluation in the youth file and upon request by DHS/DYC provide a written copy of the evaluation to the DHS/DYC Case Manager within twenty (20) days of completion.
4. **Rate:** The Contractor will be reimbursed on a fee for service basis for face-to-face services.

Attachment C-3

Medication Management by an M.D. (YMM)

1. **Service Description:** A face-to-face intervention that includes prescribing, administering, monitoring or reviewing the youth's medication and medication regime. The medication management services may also include providing appropriate information to the youth and/or legal guardian regarding the medication regimen.
2. **Contractor Qualifications:** The individual(s) providing medication management services shall be one of the following:
 - a. Licensed physician.
 - b. Licensed advance practice registered nurse.
 - c. Advanced practice registered nurse intern working under the supervision of a licensed advanced practice registered nurse.
 - d. Other practitioner licensed under state law to prescribe, review, or administer medication acting within the scope of his/her license.
 - e. **Additional Requirements:** The individual(s) providing medication management services shall also meet the following requirements:
 - (1) Knowledge of the requirements of the DHS/DYC contract.
 - (2) Review and sign off on the DHS Provider Code of Conduct.
 - (3) If working for an agency licensed by the Department of Human Services, Office of Licensing (DHS/OL), meet the DHS-OL Rules (R501-14 & 18) for criminal background and abuse background screening (DHS-OL Rule R501-18).
3. **Documentation:** Documentation for each session shall include:
 - a. Medication order or copy of the prescription signed by the prescribing practitioner.
 - b. Date and actual clock time if service.
 - c. Duration of service.
 - d. Setting in which service was rendered.
 - e. Specific service rendered.
 - f. Treatment goal(s).
 - g. Written note summarizing the youth's progress toward treatment goal(s).
 - h. Signature and title of individual who rendered the services.
4. **Rate:** The Contractor will be reimbursed on a fee for service basis for face to face and consultation services.

Attachment D Cover Letter

Offeror: _____ Reviewer: _____ Date: _____

Cover Letter Evaluation Results:

☐ **Pass**

☐ **Fail**

Cover Letter Evaluation					
Instructions for Cover Letter Evaluation Rating: To meet the minimum requirements of the RFP, all items must be scored "Yes" or "N/A"					
RFP #	Requirement	Yes	No	N/A	Page #
4-A-1	Legal name, and if applicable "DBA", of the Offeror.				
4-A-2	me of person(s) authorized to represent the Offeror in any negotiations and to sign any Contract resulting from the RFP.				
4-A-3	Verification of current business registration with the Utah Department of Commerce and copy of a current business license from the appropriate municipality in which the business is located. If not submitted, a written statement that in the event a Contract results, all required registrations and licenses shall be obtained prior to a Contract being signed with the State.				
4-A-4	Federal Tax Identification Number (W-9 or other correspondence from the IRS)				
4-A-5	Address and phone number of business office and all service facilities.				
4-A-6	Name and address of corporate officers or partners, if applicable.				
4-A-7	Name and address of financial reporting entity.				
4-A-8	The remittance name and address for all contract payments if a Contract is awarded.				
4-A-9	If needed, a request that trade secrets or proprietary information in the proposal be withheld from public inspection. If no request is made score "N/A".				
4-A-10	Statement that the Offeror agrees to participate in DHS/DYC Program Enhancement Process to track service delivery objectives and youth outcome objectives in order to improve services to youth.				
4-A-11	Certificate of Insurance (\$1,000,000 general and professional liability, State of Utah as an additional insured, documentation verifying A. M. Best rating of at least "A-" or better, class rating of VII or larger). If no certificate, a letter of intent to comply with the insurance, endorsement and rating requirements. If self-insured, a written certification of self-insurance at the applicable limits.				
4-A-12	Completed Attachment A - Conflict of Interest Disclosure Statement Form. Governmental entities have the option of submitting Conflict of Interest Certification.				
4-A-13	Description of any contingencies upon which the proposal is based ("N/A" if none)				
4-A-14	Signed copy of all required assurances (Attachment B)				
4-A-15	Statement that attached Proposal meets all requirements of the RFP.				

Attachment E

Specific Service Criteria Evaluation Form

Offeror: _____ **Reviewer:** _____ **Date:** _____

INSTRUCTIONS FOR RATING: Evaluate each service offered. To meet the minimum requirements of the RFP, all items must be rated "Pass". If an item does not pass, indicate the specific reasons in the comments section. Apply the criteria described under each item using the following rating system: Fail Non-responsive (not addressed in proposal) or fails to meet minimum standard.

Pass Acceptable, meets minimum requirements of RFP.

Service	Psychological Testing - YXE	Specific Service Criteria	Criteria Rating	Results
	Description of service is consistent with RFP standard for service. Includes, if applicable, specialized services or expertise.		<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
	Staffing and licensure is consistent with RFP standard for service.		<input type="checkbox"/> Pass <input type="checkbox"/> Fail	
	Proposal includes a copy of appropriate, current professional license of the individual/s providing the service.		<input type="checkbox"/> Pass <input type="checkbox"/> Fail	
Comments:				
Service	Psychiatric Evaluation - YPE	Specific Service Criteria	Criteria Rating	Results
	Description of service is consistent with RFP standard for service. Includes, if applicable, specialized services or expertise.		<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
	Staffing and licensure is consistent with RFP standard for service.		<input type="checkbox"/> Pass <input type="checkbox"/> Fail	
	Proposal includes a copy of appropriate, current professional license of the individual/s providing the service.		<input type="checkbox"/> Pass <input type="checkbox"/> Fail	
Comments:				
Service	Medication Management by M.D. - YMM	Specific Service Criteria	Criteria Rating	Results

Description of service is consistent with RFP standard for service. Includes, if applicable, specialized services or expertise.	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Staffing and licensure is consistent with RFP standard for service.	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Proposal includes a copy of appropriate, current professional license of the individual/s providing the service.	<input type="checkbox"/> Pass <input type="checkbox"/> Fail	<input type="checkbox"/> Pass <input type="checkbox"/> Fail
Comments:		

Attachment F

Department of Human Services Contractor Insurance and Indemnification Requirements

Below are the insurance and indemnification requirements for a DHS/DYC Contractor as contained in the Standard Terms and Conditions of a Department of Human Services Contract as of March 1, 2003. Please note that this information is for reference purposes only and the requirements may be changed in the future at the discretion of DHS/DYC.

2. **Contractor must Provide Insurance and Indemnification:**

- a. **Required Insurance.** The Contractor shall maintain adequate protection against liability as specified in this Contract. Specifically, unless DHS' Deputy Director for Support Services gives prior written consent to a different arrangement, the Contractor shall maintain commercial insurance or self-insurance for the dollar amounts and types of coverage specified in this Contract. Any commercial insurance shall be obtained from insurance companies authorized to do business in the State of Utah and rated "A-" or better with a financial size category of Class VII or larger, according to the ratings and financial size categories published by A.M. Best Company at the time this Contract is executed. The Contractor's insurance policy shall include an endorsement that names the State of Utah, DHS, DHS/DYC and their officers and employees as additional insureds, and the policy shall provide the State of Utah, DHS, DHS/DYC and their officers and employees with primary coverage (not contributing coverage) for any liability arising as a result of the Contractor's acts or omissions in connection with this Contract. The Contractor is not required, however, to obtain an "additional insured" endorsement for any professional liability insurance policy or Workers' Compensation insurance policy (See subsections (2)(c)(1)(c), (2)(c)(3) and (2)(d) of this provision ("Contractor Must Provide Insurance and Indemnification."))
- b. **Deductibles and Similar Costs.** The Contractor shall be responsible for paying any deductibles, self-insured retentions or self-insurance costs. The deductible for the insurance policies required by this Contract may not exceed \$1,000, unless the Contractor obtains prior written approval of the deductible (and the corresponding policy) from DHS/DYC.

c. **Types of Liability Protection the Contractor Must Provide:**

- (1) **Private Contractor—Commercial Insurance Required:** If the Contractor is not a governmental entity of the State of Utah, the Contractor shall maintain the following policies of liability insurance at its sole expense during the term of this Contract, unless the Contractor has already satisfied the requirements of the "self-insurance" provision (subsection (2)(c)(2)) below:
 - (a) **General Liability Insurance:** The Contractor shall maintain policies of general liability insurance that at a minimum shall cover the following types of liability: bodily injury or death, personal injury, property damage, broad form property damage, and liability for the property of others in the care, custody and control of the Contractor. The policy shall provide for a combined single limit or the equivalent of not less than \$1,000,000 for each occurrence. If the Contractor is providing services at more than one site, the general liability insurance must cover each of those sites. If the general liability insurance coverage obtained by the Contractor is written on a "claims-made" basis, the certificate of insurance shall so indicate, and the policy shall contain an extended reporting period provision or similar "tail" provision such that the policy covers claims reported up to five (5) years beyond the date that this Contract is terminated.
 - (b) **Automobile Insurance:** If the Contractor's services involve transporting any clients or goods for DHS/DYC, the Contractor shall maintain a policy of automobile liability insurance covering property damage, personal injury protection, and liability for the vehicles used by

the Contractor (including owned, hired and non-owned vehicles.) The policy shall provide for a combined single limit, or the equivalent, of not less than \$1,000,000. If the Contractor subcontracts with another entity or individual for transportation services, or services that include transportation services, the Contractor may satisfy this insurance requirement by submitting proof that the subcontractor has complied with the requirements of the "Insurance and Indemnification" section of this Contract. If the Contractor provides individual residential care services by contracting with individual residential care homes, not only must the Contractor maintain a policy of automobile liability insurance as indicated above, but each of the Contractor's individual residential care homes must also maintain a policy of automobile liability insurance. The policy of automobile liability insurance required of individual residential care homes must cover property damage, personal injury protection and liability with a combined single limit or the equivalent of not less than \$250,000 per person and \$500,000 for each accident/occurrence occurring during the course of their duties as an individual residential care home. **As used in this provision, the term "individual residential care" refers to twenty-four hour family-based care for one or more clients in foster/proctor care.**

(c) *Professional Liability Insurance:* If the Contractor employs doctors, dentists, social workers, mental health therapists or other professionals to provide services under this Contract, the Contractor shall maintain a policy of professional liability insurance with a limit of not less than one million dollars (\$1,000,000) per occurrence and aggregate. This professional liability insurance shall cover damages caused by errors, omissions or negligence related to the professional services provided under this Contract.

- (2) **Private Contractor—No Commercial Insurance Required, But Self-Insurance, Indemnification and Prior DHS Approval Required:** If the Contractor claims that it is self-insured, the Contractor shall provide DHS with adequate evidence that the Contractor is financially solvent and has established financial arrangements (such as a written comprehensive self-insurance program, performance bonds or fidelity bonds) that will provide DHS with liability protection at least as adequate and extensive as the insurance otherwise required under this Contract for non-governmental entities. Specifically, the Contractor must show that its ability to process and pay claims adequately, fairly and in a timely manner is comparable to a commercial insurer that provides general-liability insurance, automobile insurance and professional liability insurance. Before executing this Contract, the Contractor shall obtain from the DHS Deputy Director for Support Services or the Deputy Director's designee a written statement indicating that DHS has determined, based on the Contractor's financial evidence and representations, that the Contractor's self-insurance arrangements and indemnification agreements are sufficient to satisfy the requirements of this Contract, and the Contractor is therefore not required to obtain additional commercial liability insurance naming DHS/DYC as an insured party. If it sees fit, DHS may include in this statement any additional conditions designed to ensure that the Contractor's self-insurance arrangements are comparable to the insurance required of other non-governmental contractors. A copy of the Deputy Director's or the designee's statement is attached to this Contract, and is a material provision of this Contract. Nothing in this provision shall be construed to require DHS to consent to any self-insurance arrangements, and DHS may withhold its approval for any reason whatsoever.
- (3) **Doctors, Dentists, Mental Health Therapists and Other Professionals:** If the Contractor is a doctor, dentist, social worker, mental health therapist or other professional who provides services directly to clients, the Contractor shall obtain from a commercial insurer and maintain at its sole expense a policy of general liability insurance and a policy of professional liability insurance ("malpractice insurance") during the term of this Contract. The policy shall provide for a limit of not less than \$1,000,000 per occurrence and aggregate.

(4) **Governmental Contractors and the Utah Governmental Immunity Act:** If the Contractor is a governmental entity under the Utah Governmental Immunity Act (Title 63, Chapter 30 of the Utah Code), the parties agree that consistent with the terms of the Governmental Immunity Act, each party is responsible and liable for any wrongful or negligent acts which it commits or which are committed by its agents, officials, or employees. Neither party waives any defenses otherwise available under the Governmental Immunity Act.

d. **All Contractors--Workers' Compensation:** The Contractor shall comply with the Utah Workers' Compensation Act (Title 34A, Chapter 2 of the Utah Code) which requires employers to provide workers' compensation coverage for their employees.

e. **Indemnification:** Regardless of the type of insurance required by this section, the Contractor (and where applicable, the subcontractor) shall provide the following indemnification:

(1) **Indemnification by Non-Governmental Contractor:** If the Contractor is not a governmental entity of the State of Utah, the Contractor shall defend, hold harmless and indemnify DHS/DYC and its employees and agents from and against all claims arising under this Contract as a result of the Contractor's acts or omissions to act. If a court determines that the conduct of DHS/DYC or its agents or employees is solely responsible for the claim in question, the Contractor shall have no obligation to indemnify DHS/DYC, and DHS/DYC shall reimburse the Contractor for any reasonable attorney's fees and costs actually incurred by the Contractor in defending the action.

(2) **Indemnification by Governmental Contractor:** If the Contractor is a governmental entity of the State of Utah, the Contractor and DHS/DYC shall defend, hold harmless and indemnify each other and their respective employees, agents, volunteers and invitees from and against all claims resulting from their negligent or wrongful conduct under this Contract, but in no event shall the indemnification obligation of either party exceed the amount set forth in Section 63-30-34 of the Utah Governmental Immunity Act or any similar statute in effect when a judgment is entered. Personal injury or property damage shall have the same meaning as defined in the Utah Governmental Immunity Act. This Contract shall not be construed with respect to third parties as a waiver of any governmental immunity to which a party to this Contract is otherwise entitled.

(3) **Definition of the Term "Claim":** Regardless of the type of Contractor, the term "claim" in these "Indemnification" provisions includes any and all claims, losses, damages, liabilities, judgments, costs, expenses, attorneys' fees and causes of action of every kind or character (including personal injury, death, and damages to property or business interests) arising because of, out of, or in any way connected with the performance of this Contract or with a party's failure to comply with the provisions of this Contract.

(4) **Defense of Suits Brought Upon Claims:** The Contractor shall defend all suits brought upon such claims and shall pay all incidental costs and expenses, but DHS/DYC shall have the option to participate in the defense of any such suit in which DHS/DYC perceives that its interests are not being protected by the Contractor. In such cases, the participation of DHS/DYC does not relieve the Contractor of any obligation under this Contract. However, if DHS/DYC elects to retain independent counsel, DHS/DYC shall pay the attorney's fees and costs associated with such counsel.

(5) **No Subrogation or Contribution:** The Contractor understands that it has no right of subrogation or contribution from the State, DHS or DHS/DYC for any judgment rendered against the Contractor to the extent that such judgment results from the Contractor's own negligence or material failure to perform under the terms of this Contract.

- f. **Insurance Required of Subcontractors.** Subcontractors shall satisfy the insurance and indemnification requirements applicable to them. (See definition of "subcontractor" in Part I, Section E, Paragraph 1 of this Contract.) For example, if the Contractor is a governmental entity and the subcontractor is a private entity, the Contractor shall comply with the insurance and indemnification provisions applicable to governmental entities, and the subcontractor shall comply with the insurance and indemnification provisions applicable to non-governmental entities.
- g. **Certificate of Insurance, "Additional Insured" Endorsement and Evidence of Continued Coverage.** Before signing this Contract, a non-governmental contractor or subcontractor shall obtain from its insurer(s) and shall provide to DHS/DYC certificates of insurance and "additional insured" endorsements that indicate that the required coverage is in effect and that the insurer shall give DHS/DYC thirty (30) days notice of any modification, cancellation or nonrenewal of the policy. On an annual basis and upon request from DHS/DYC, a non-governmental contractor or subcontractor shall provide DHS/DYC with evidence that the Contractor or subcontractor has the insurance coverage required by this Contract. Governmental entities are not required to provide certificates of insurance, "additional insured" endorsements or evidence of continued coverage.